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from the day the vessel should become lost. In 1917 the vessel was requisitioned by the British Admiralty under terms that if she were lost by war risks, compensation would be made on her ascertained value. Shortly thereafter she was sunk by the enemy. The plaintiffs instituted proceedings against the defendant and sought a declaration that the admiralty compensation belonged exclusively to the plaintiffs. *Held*, that the declaration be made as requested. *London-American Maritime Trading Co. v. Rio Janeiro T. L. & P. Co.* [1917] 2 K. B. 611.

See COMMENTS, *supra*, p. 545.

GIFTS—DELIVERY—INTENT—ACCEPTANCE.—The grantor executed deeds which he delivered to a third party with written instructions to hold until the grantor's death and then deliver to the grantees named therein. The deeds in a sealed envelope were placed in a safe deposit box, to which the grantor acquired a key. He continued to exercise full control over the property described in the deeds, paid taxes, renewed a mortgage, insured the premises and listed them for sale with a real estate agent. After his death the unopened envelope was found in the box with his private papers. An heir sued for an interest in this property. *Held*, that he should not recover, because there had been a valid gift of the land. *Moore v. Downing* (1919, Ill.) 124 N. E. 557.

For a discussion of this and other similar recent cases, see COMMENTS, *supra*, p. 549.

INTERSTATE COMMERCE—TELEGRAPHS—INTRA-STATE MESSAGE—TRANSMISSION THROUGH ANOTHER STATE.—A telegraph company, having direct lines between two places within North Carolina, transmitted a death message through an adjoining state for the purpose of evading the state law relating to the recovery of damages for mental anguish. The plaintiff sued to recover for mental anguish. *Held*, that he should recover, since the message did not become interstate by such transmission. *Watson v. Western Union* (1919 N. C.) 101 S. E. 81.

The principal case is opposed to the majority view that under the 1910 amendment to the Interstate Commerce Act of 1887, any crossing of a state line makes the message interstate. See L. R. A. 1918A, 805; 28 YALE LAW JOURNAL, 831.

LIBEL AND SLANDER—PRIVILEGE OF WITNESS.—In an action for an accounting, the defendant testified at the trial that the plaintiff had embezzled a thousand dollars in the transaction in question. The plaintiff sued the defendant for slander. *Held*, that recovery be denied, because the statement was pertinent to the issue then on trial and therefore privileged. *Weil v. Lynds* (1919, Kan.) 185 Pac. 51.

The decision is in accord with the great weight of authority: A statement made by a witness, counsel, or party in judicial proceedings, relevant to the pending inquiry, is absolutely privileged, even if made voluntarily. But if the statement is irrelevant, it is conditionally privileged, depending upon whether it was made in good faith and believed to be pertinent as well as true. *Cf. Keeley v. Great Northern Ry.* (1914) 156 Wis. 181, 145 N. W. 664. See (1919) 28 YALE LAW JOURNAL, 608; but see (1919) 29 *ibid.*, 106.

PROPERTY—CUT TIMBER—NO ACTION BY OWNER NOT IN POSSESSION.—The plaintiff sued for the value of timber which, as he alleged, the defendant cut and converted while in the possession of the plaintiff's land claiming title thereto. *Held*, that the petition disclosed no cause of action. O'Neill and Provosty, JJ., *dissenting*. *Ducros v. St. Bernard Cypress Co. Ltd.* (1918, La.) 82 So. 841.

See COMMENTS, *supra*, p. 539.